

## **REMARKS/ARGUMENTS**

Applicant respectfully requests reconsideration of this application in view of the following remarks.

## **DRAWINGS**

The Office raises several objections (pages 2-4) under 37 CFR 1.83(a) for drawings not detailing every feature specified in the claims.

### **Office paragraph 2, 3, and 4**

Applicant submits that the description as amended details the feature in question. No new matter has been added as support for each feature was claimed in the original, as filed application (MPEP 608.01(I)).

The detail of the feature in question is not essential for the proper understanding of the invention, and has been indicated in the drawing by graphical drawing symbols. Specifically, for Office paragraph 2, 3, and 4 (pages 2-3), the symbols are denoted in Figure 3 by Service Provider 330, links 306 and 308, and Device 310.

Additionally, Applicant in amended paragraph [0027.1] of the application has specifically addressed the features.

[0027.1] In another embodiment of the present invention, the service provider 330 may communicate (via links 308 and 306) other information to device 310, such as, update information for the device, an aggregation of choices for the device, and an aggregation of choices for the device displayed on the device such that a user may select a specific choice.

(Emphases added.)

Office paragraph 5

Applicant submits that the features in question are not essential for the proper understanding of the invention, and have been indicated by graphical drawing symbols. Specifically, for Office paragraph 5 (page 3), the symbols are denoted in Figure 4 by Update of device needed? 410, and Update device 412.

Additionally, Applicant in paragraph [0033] of the application has specifically addressed the features.

[0033] For example, a music playing device just purchased by a consumer may make an initial new communication to the relationship manager. The relationship manager may then send a message to the device, determine that it needs a new firmware update, perform the update, send a message to the device, receive user input and then configure the device to, for example, connect with an approved service provider of music to play on the device.

(Emphasis added.)

Regarding the issue of “updating the device’s memory” versus “contents of the memory”, Applicant submits that: 1) taken as whole the application clearly indicates the ability to remotely communicate with a device and that under such circumstances, “updating” is not confused with “replacing a physical memory device” which would require taking a device apart or sending the physical device to some sort of depot; 2) updating as

understood in the art is, among other things, changing memory contents; and 3) common vernacular usage dictates that updating is different than replacing or upgrading.

Office paragraph 6

Applicant submits that the features in question are not essential for the proper understanding of the invention, and have been indicated by graphical drawing symbols. Specifically, for Office paragraph 6 (page 3), the symbols are denoted in Figure 3 by Service Provider 330, links 306 and 308, and Device 310.

Additionally, Applicant in paragraph [0030] of the application has specifically addressed the features.

[0030] The ability of the service aggregator 320 to select and present to the user of the device 310 the various options may be based on the information received from the device 310. Such information may include device attribute information, branding information, account information, device serial number information, type of device information, application information, last time used information, etc. ...

(Emphases added.)

Office paragraph 7

Applicant submits that the features in question are not essential for the proper understanding of the invention, and have been indicated by graphical drawing symbols.

Specifically, for Office paragraph 7 (page 3), the symbols are denoted in Figure 6 by Does device have access to SP? 604, and in Figure 7 by Sufficient payment from payor? 706.

Additionally, Applicant in paragraph [0044] of the application has specifically addressed the features.

[0044] The payor may be for example, the user, a subscriber to, for example, the service provider, or a non-subscriber. The payor may be a sponsor or an advertiser. For example, in a musical environment, a sponsor and/or advertiser may pay for a 30 second preview of a song.

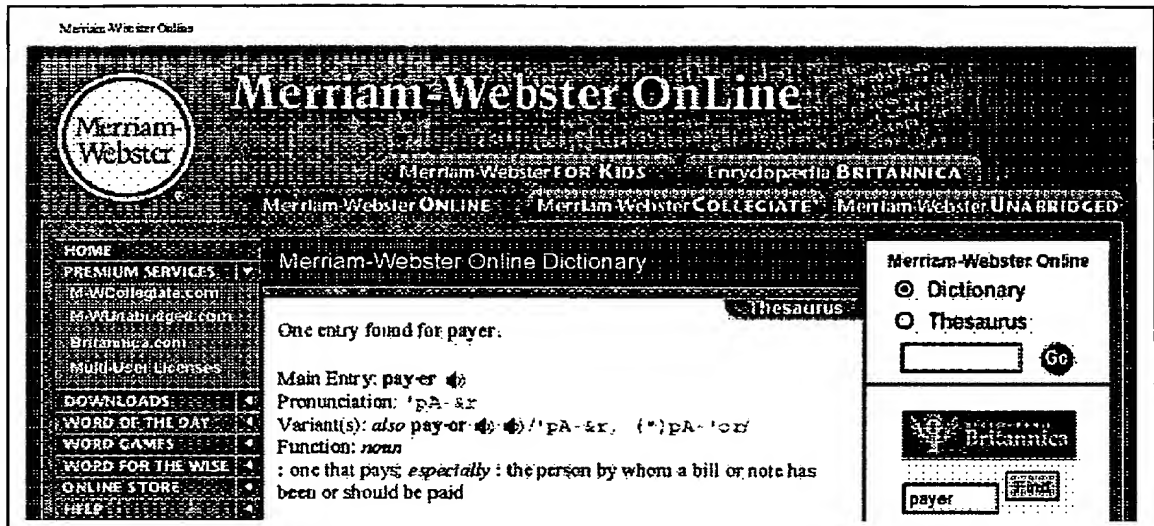
(Emphases added.)

In light of the above discussion, Applicant submits that replacement drawings are not required to comply with 37 CFR 1.83(a) and respectfully requests that the objections to the drawings be withdrawn.

#### **Claim 29 and 30 informalities objection**

The Office has objected to the use of "payor" rather than "payer". Applicant submits that payor is proper to distinguish it from a payee. That is, a payor is one who pays, versus a payee is one who receives what the payor pays. Additionally, support for this may be found in Merriam-Webster

( <http://www.m-w.com/cgi-bin/dictionary?book=Dictionary&va=payor> ) a portion of which is reproduced below.



In light of the above discussion, Applicant submits that "payor" is not informal and respectfully requests that the objections be withdrawn.

### Specification – Arrangement of the Specification

Applicant appreciates the Examiner's suggestion. As the Office is aware (MPEP 608.01(d) ) the Brief Summary of the Invention is an aspirational rather than a mandatory requirement. Applicant is aware of estoppel issues with the Summary of the Invention, and so respectfully declines to provide such. In the event that the Office has determined that the requirement is mandatory, Applicant preserves the right to comply.

**Claims 5, 7-12, 14, 18, and 19 Rejection under 35 U.S.C. § 112 ¶ 1**

**Claim 5, 7, 8 (Office paragraph 11, 12, 13, respectively - page 6)**

Applicant submits that the specification as amended at [0027.1] (see above) describes the claim 5 limitation of "service provider communicating update information to the device", describes the claim 7 limitation of "receiving from the service provider an aggregation of choices for the device", and describes the claim 8 limitation of "choices are displayed on the device and a user may select a specific choice". Applicant submits that claims 5, 7, and 8 comply with 35 U.S.C. § 112 ¶ 1, and respectfully requests withdrawal of these rejections.

**Claim 10 and 18 (Office paragraph 14 - pages 6-7)**

Applicant submits that the limitation in claims 10 and 18 of, "the information received at the service aggregator is selected from the group consisting of device attribute information, branding information, account information, device serial number information, type of device information, application information, and last time used information" is denoted in Figure 3 by Service Provider 330, links 306 and 308, and Device 310.

Additionally, Applicant in paragraph [0030] of the application has disclosed these limitations.

[0030] The ability of the service aggregator 320 to select and present to the user of the device 310 the various options may be based on the information received from the device 310. Such information may include device attribute

information, branding information, account information, device serial number information, type of device information, application information, last time used information, etc. ...

(Emphases added.)

Applicant submits that claims 10, and 18 comply with 35 U.S.C. § 112 ¶ 1, and respectfully requests withdrawal of these rejections.

Claim 14 (Office paragraph 15 – page 7)

Applicant submits that the limitation in claim 14 of, "updating the device's memory", is denoted in Figure 4 by Update of device needed? 410, and Update device 412.

Additionally, Applicant in paragraph [0033] of the application has disclosed this limitation.

[0033] For example, a music playing device just purchased by a consumer may make an initial new communication to the relationship manager. The relationship manager may then send a message to the device, determine that it needs a new firmware update, perform the update, send a message to the device, receive user input and then configure the device to, for example, connect with an approved service provider of music to play on the device.

(Emphasis added.)

Regarding the issue of "updating the device's memory" versus "contents of the memory", Applicant submits that the claims are interpreted in view of the application and

that: 1) taken as whole the application clearly indicates the ability to remotely communicate with a device and that under such circumstances, "updating" is not confused with "replacing a physical memory device" which would require taking a device apart or sending the physical device to some sort of depot; 2) updating as understood in the art is, among other things, changing memory contents; and 3) common vernacular usage dictates that updating is different than replacing or upgrading.

Applicant respectfully submits that claims 10, and 18 comply with 35 U.S.C. § 112 ¶ 1, and respectfully requests withdrawal of these rejections.

Claim 30 (Office paragraph 16 – page 7)

Applicant submits that the limitation in claim 30 of, "payor is selected from the group consisting of a subscriber, a non-subscriber, a sponsor, and an advertiser", is denoted in Figure 6 by Does device have access to SP? 604, and in Figure 7 by Sufficient payment from payor? 706.

Additionally, Applicant in paragraph [0044] of the application has disclosed this limitation.

[0044] The payor may be for example, the user, a subscriber to, for example, the service provider, or a non-subscriber. The payor may be a sponsor or an advertiser. For example, in a musical environment, a sponsor and/or advertiser may pay for a 30 second preview of a song.

(Emphases added.)



Applicant respectfully submits that claim 30 complies with 35 U.S.C. § 112 ¶ 1, and respectfully requests withdrawal of this rejection.

**Claims 9, 11, and 12 (Office paragraph 17 - page 7)**

Claims 9, 11 and 12 stand rejected under 35 U.S.C. 112 ¶ 1, for dependency on the claims discussed above. Applicant respectfully submits that based on the above discussion these claims comply with 35 U.S.C. § 112 ¶ 1, and respectfully requests withdrawal of these rejections.

**Claims 29, and 30 Rejection under 35 U.S.C. § 112 ¶ 2**

The Office (paragraph 20, page 8) contends that the term “sufficiency of a payment” is indefinite.

Applicant submits that the term “sufficiency” and “insufficient” as relates to payment and funds is well defined and known by those of skill in the art and laypersons. “Insufficient” funds are when your bank tells you that you attempted to write a check or withdraw more money than is in your account. “Insufficient” payment is when you paid less than what something cost. Even the US Patent Office on a regular basis informs applicants that their Deposit Account has insufficient funds. There is no ambiguity in the terms. Applicant throughout the application has been very consistent with everyday understanding of these terms. For example, at:

**[0036]** Other modes of operation are also possible. For example, a service provider (506-1 – 506-M) may inform the RM 510 about such things as a

user's account and how much credit they have. Thus, the RM 510 may inform the device when, for example, funds for purchasing a product are insufficient, etc.

[Emphases added.]

This is a plain meaning of "insufficient" funds.

**[0043]** Figure 7 illustrates another embodiment of access control 700 for a device. Here, information is received from the device 702 and then checked against criteria of a service provider (SP) to see if the SP requires a payment for services 704. If not then information is sent to the device on how to contact the SP 710. If payment is required then a check is made to see if sufficient payment has been received from a payor 706. If there is sufficient payment then information is sent to the device on how to contact the SP 710. If there is not sufficient payment, then alternative action 708 may be taken. For example, the device may be sent a message to display to the user of the device detailing lack of funds.

[Emphases added.]

This is a plain meaning of "sufficient" payment as it describes sending a message to the user about "lack of funds."

Applicant respectfully submits that these terms are not relative or indefinite and therefore requests removal of the 35 U.S.C. § 112 ¶ 2 rejection for claims 29, and 30.

### **Claim 25 and 26 Rejection**

Applicant appreciates the fine job the Examiner has done delineating his reasoning for rejections. Applicant finds that the Office has indicated on the Office Action summary that claims 25 and 26 stand rejected however the Applicant is unable to find any detailed rejection analysis. Applicant in order to avoid prosecution history estoppel assumes either that the arguments below address the rejections or that the Office has allowed the claims in which case the Applicant does not submit the arguments below as limiting the allowed claims.

### **Claim 1 Rejection under 35 U.S.C. § 102(e) - Ward**

The Office states on page 9 paragraphs 23-26:

23. Claims 1, 2, 4, 6 - 8 and 17 are rejected under 35 U.S.C. 102(e) as being anticipated by Ward et al. U.S. Patent No. 6784924 (hereinafter Ward).

24. Referencing claim 1, as closely interpreted by the Examiner, Ward teaches a method comprising:

25. receiving at a service aggregator information from a device, (e.g. col. 2, line 59 - col. 3, line 14); and

26. transmitting information from the service aggregator to the device directing the device to communicate with a service provider, (e.g. col. 2, line 59 - col. 3, line 14).

Applicant's claim 1 recites:

---

Response to OA of 11-05-2004

Page 13 of 31

Application No. 09/884741

1. A method comprising:

receiving at a service aggregator information from a device; and

transmitting information from the service aggregator to the device directing the device to communicate with a service provider.

[Emphases added.]

Firstly,

As claimed by Applicant in claim 1, the service aggregator receives information from the device first. Ward on the other hand discloses sending information to the device (camera) first. These are not the same. That is, in Applicant's claim 1, the device first sends information and then receives information, Ward teaches the device first receiving information and then sending information. Sending information is different than receiving information.

Ward throughout teaches sending information to the device first and nowhere suggests the device sending information first.

For example, in Ward's Abstract, the first sentence is:

A network configuration file is generated at a host computer and downloaded to a digital camera.

(Emphasis added.)

At the Ward reference cited by the Office (col. 2, line 59 - col. 3, line 14), Ward discloses:

When the camera 10 is first purchased ..., it is connected to the PC 12 ...PC 12 will enable the user to specify the name of a destination ISP or online service and to input from the host PC keyboard 44 the appropriate communication settings and account information. This information generates a network configuration file, which then can then be downloaded to the camera ..., and written to the camera's internal memory 28 and/or the removable memory card 30. Alternatively, a host PC equipped with a memory card reader/writer 42 can write the information directly to the card .... Also, this information could be predetermined by the user and stored in a "preferences" file on the host PC 12 and then transferred to the camera 10 from this file without further intervention by the user. ...

Additionally, Ward in Figure 1 shows sending information (from 12) to the device 10 (memory card 30) first and then some time later the device 10 communicating with a online service 14.

Thus Ward does not disclose, nor does it even suggest, Applicant's claim 1 limitation of "receiving at a service aggregator information from a device."

Since Ward does not disclose this limitation of Applicant's claim 1, Ward does not anticipate Applicant's claim 1. Applicant therefore respectfully requests allowance of claim 1 and all claims dependent on claim 1.

Secondly,

Second, as claimed by Applicant in claim 1, transmitting information from the service aggregator to the device directing the device to communicate with a service provider. Ward on the other hand discloses sending configuration information to the device (camera) from a first device such as a personal computer, and then having the camera initiate a communication to a second device, such as an online provider.

Ward thus discloses a sequence such as this:

- 1) send from a first source information to configure the device (camera);
- 2) wait till user presses a "send" button; and
- 2) device (camera) contacts a service provider based on configuration information.

Applicant on the other hand discloses in claim 1 a sequence such as this:

- 1) send information from device to service aggregator;
- 2) service aggregator sends service provider information to device; and
- 3) device contacts service provider.

These are not the same. Nowhere does Ward disclose or suggest what Applicant has claimed in claim 1. Ward throughout teaches sending information to the device first and nowhere suggests the device sending information first, nor does it disclose or suggest

that the online service first receives information from the device before it then directs the device to another online service.

For example, in Ward's Abstract:

A network configuration file is generated at a host computer and downloaded to a digital camera. This file contains instruction information for communicating with a selected destination via a communications interface. The digital camera includes a "send" button .... When the user selects this option, the communications port settings, user account specifics, and destination connection commands are read from the network configuration file on the removable memory card. Examples of these settings include serial port baud rate, parity, and stop bits, as well as account name and password.

(Emphases added.)

Thus Ward discloses communication to the service provider when the user presses a "send" button.

At the Ward reference cited by the Office (col. 2, line 59 - col. 3, line 14), Ward discloses:

When the camera 10 is first purchased (or at any time thereafter), it is connected to the PC 12 via the host PC 36 interface and a software application (stored on a disc 45) running on the host PC 12 will enable the user to specify the name of a destination ISP or online service and to input from the host PC keyboard 44 the appropriate communication settings and account information. This information generates a network configuration file, which then can then be downloaded to the camera 10 through the host PC interface 36, which may be a wired or infrared (e.g., IrDA) interface,

and written to the camera's internal memory 28 and/or the removable memory card 30. Alternatively, a host PC equipped with a memory card reader/writer 42 can write the information directly to the card 30 without connecting the camera through its host PC interface 36. Also, this information could be predetermined by the user and stored in a "preferences" file on the host PC 12 and then transferred to the camera 10 from this file without further intervention by the user. Multiple sets of destination services can be stored on the memory card 30. Typically, keyword or graphic descriptors (e.g., icons) accompany the information in the network configuration file about destination services to enable easy access by the camera user.

Ward does not disclose or suggest at the reference cited anything about "transmitting information from the service aggregator to the device directing the device to communicate with a service provider" as Applicant has claimed in claim 1.

Since Ward does not disclose this limitation of Applicant's claim 1, Ward does not anticipate Applicant's claim 1. Applicant for this additional reason (Secondly) therefore respectfully requests allowance of claim 1 and all claims dependent on claim 1.

**Claim 17 Rejection under 35 U.S.C. § 102(e) - Ward**

For the same two reasons cited above in the Claim 1 discussion (Firstly, and Secondly), Applicant submits that claim 17 is not anticipated by Ward. Applicant therefore respectfully requests allowance of claim 17 and all claims dependent on claim 17.



**Claim 13 Rejection under 35 U.S.C. § 102(e) - Anderson**

The Office states on page 10 paragraphs 33-40:

33. Claims 13 - 16, 19 - 24 and 27 - 28 are rejected under 35 U.S.C. 102(e) as being anticipated by Anderson et al. (6636259) (hereinafter Anderson).

34. Referencing claim 13, as closely interpreted by the Examiner, Anderson teaches a method of device relationship management, comprising:

35. determining a new connection event from a device, (e.g. col. 10, lines 38 - 53);

36. sending a new connection message to the device, (e.g. col. 10, lines 54 - 64);

37. determining and optionally updating the device, (e.g. col. 10, lines 30 - 37);

38. sending messages to the device, (e.g. col. 10, lines 38 - 53);

39. receiving user input from the device, (e.g. col. 10, lines 15 - 29); and

40. configuring the device, (e.g. col. 10, lines 38 - 53).

Applicant's claim 13 recites:

13. A method of device relationship management, comprising:

determining a new connection event from a device;

sending a new connection message to the device;

determining and optionally updating the device;

sending messages to the device;

receiving user input from the device; and

---

Response to OA of 11-05-2004

Page 19 of 31

Application No. 09/884741

configuring the device.

The Office has cited references for Applicant's claim 13 limitations, however, the Office has taken impermissible leeway in rearranging the elements to find Applicant's claim 13 anticipated.

Specifically, the Office has cut and pasted sequential events that occur in Anderson out of sequence to match those of Applicant's claim 13. Applicant submits that the Office has used hindsight reasoning to make Applicant's claim 13 anticipated.

The Office cites Anderson at col. 10 lines 15-64 in various sections for elements of Applicant's claim 13. However, Anderson discloses them in a different order and the result is not the same as Applicant's arrangement nor does it make Applicant's claim 13 anticipated.

Using the Office's cited lines of Anderson, the table below indicates the reordering that occurred in Anderson's reference.

	Applicant's order	Anderson's order
13. A method of device relationship management, comprising:		
determining a new connection event from a device;	1	3
sending a new connection message to the device;	2	4
determining and optionally updating the device;	3	2
sending messages to the device;	4	3
receiving user input from the device; and	5	1
configuring the device.	6	3

The Office cited the same lines 38 - 53 for three of Applicant's elements, however, a glaring example of rearrangement is that of "receiving user input from the device". In Anderson (lines 15 - 29) receiving user input is first. In Applicant's claim 13 it is fifth.

Applicant submits that Anderson does not anticipate Applicant's claim 13, that claim 13 is patentably distinct over the cited art and therefore respectfully requests allowance of claim 13 and claims dependent on claim 13.

**Claims 19-24 and 27-28 Rejection under 35 U.S.C. § 102(e) - Anderson**

The Office states on page 11 paragraph 45 referring to paragraph 33:

45. Claims 19 - 24 and 27 - 28 are rejected for similar reasons stated above.

Applicant submits that for the same reasons discussed above in "Claim 13 Rejection under 35 U.S.C. § 102(e) – Anderson", that claims 19 - 24 and 27 – 28 are not anticipated by Anderson, and therefore respectfully requests allowance of claims 19 - 24 and claims 27 – 28.

**Claim 3 Rejection under 35 U.S.C. § 103(a) – Ward in view of Morris**

The Office states on page 12 paragraphs 47-48:

47. Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ward (6784924) in view of Morris (6353848).

48. As per claim 3, Ward does not specifically teach the service aggregator communicating update information to the device. Morris teaches the service aggregator communicating update information to the device, (e.g. col. 14, lines 12 - 30). It would have been obvious to

one of ordinary skill in the art at the time the invention was made to combine Morris with Ward because it would be more convenient for a system to download the update information that could enable a user to use software that could give a device added features on said device in a network than having the device separately install the software from a portable disk, (i.e. CD ROM).

Applicant's claim 1 recites:

1. A method comprising:

receiving at a service aggregator information from a device; and

transmitting information from the service aggregator to the device directing the device to communicate with a service provider.

[Emphases added.]

Applicant's claim 3 recites:

3. The method of claim 1 further comprising the service aggregator communicating update information to the device.

Claim 3 is dependent on claim 1. As previously detailed above in the Claim 1 discussion, Ward fails to teach Applicant's claim 1 limitations of: 1) the device first sending information to the service aggregator, and 2) the aggregator then directing the device to communicate with a service provider. Nor does Ward in view of Morris nor the combination of Ward and Morris disclose or suggest these limitations as Applicant has claimed in either claim 1 or dependent claim 3.

Ward is concerned with transmitting still camera images to an online service which is essentially a one way transfer, whereas Morris is concerned with establishing a two-way communication between a client and a camera. Morris at the cited reference (col. 14, lines 12 - 30) discloses handling a plurality of cameras. Applicant submits that there is no motivation to combine these references. The Office sites a rationale for combination as convenience on the part of the user, however, Ward specifically teaches away from this and specifically mentions using a personal computer hooked to the device or a memory card to download configuration file information. Combining Morris with Ward is not possible without extensive modification of Ward because Ward gets configuration information from a host pc 12 (see Ward Figure 1) and Ward does not provide a way for the communications network 40 to update the memory.

Thus neither Ward nor Morris singly or in combination describe what Applicant has claimed in claim 3. Applicant therefore requests allowance of claim 3.

**Claim 5 Rejection under 35 U.S.C. § 103(a) – Ward in view of Mighdoll**

The Office states on page 12 paragraphs 49-50:

49. Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ward (6784924) in view of Mighdoll et al. (6662218) (hereinafter Mighdoll).

50. As per claim 5, as closely interpreted by the Examiner, Ward does not specifically teach the service provider communicating update information to the device. Mighdoll teaches the service provider communicating update information to the device, (e.g. col. 16, lines

38 - 56). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Mighdoll with Ward because of similar reasons stated above.

Applicant's claim 1 recites:

1. A method comprising:

receiving at a service aggregator information from a device; and

transmitting information from the service aggregator to the device directing the device to communicate with a service provider.

[Emphases added.]

Applicant's claim 5 recites:

5. The method of claim 1 further comprising the service provider communicating update information to the device.

Claim 5 is dependent on claim 1. As previously detailed above in the Claim 1 discussion, Ward fails to teach Applicant's claim 1 limitations of: 1) the device first sending information to the service aggregator, and 2) the aggregator then directing the device to communicate with a service provider. Nor does Ward in view of Mighdoll nor the combination of Ward and Mighdoll disclose or suggest these limitations as Applicant has claimed in either claim 1 or dependent claim 5.

Mighdoll is concerned with transcoding documents (via a proxy server). Applicant submits that there is no motivation to combine a transcoding proxy server system with a

camera that downloads pictures (Ward). The Office sites a rationale for combination as convenience on the part of the user, however, Ward specifically teaches away from this and as discussed above at claim 3 specifically mentions using a personal computer hooked to the device or a memory card to download configuration file information. Combining Mighdoll with Ward is not possible without extensive modification of Ward because Ward gets configuration information from a host pc 12 (see Ward Figure 1) and Ward does not provide a way for the communications network 40 to update the memory.

Thus neither Ward nor Mighdoll singly or in combination describe what Applicant has claimed in claim 5. Applicant therefore requests allowance of claim 5.

#### **Claim 9 Rejection under 35 U.S.C. § 103(a) – Ward in view of Anderson**

The Office states on pages 12-13 paragraphs 51-52:

51. Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ward (6784924) in view of Anderson (6636259).

52. As per claim 9, as closely interpreted by the Examiner, Ward does not specifically teach the choices are account choices. Anderson teaches the choices are account choices, (e.g. col. 10, lines 54 - 63). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Anderson with Ward because providing the camera with default ISP info and returning new ISP info, may be omitted.

Claim 9 is dependent on claim 8 which is dependent on claim 7 which is dependent on claim 1. As previously detailed above in the Claim 1 discussion, Ward fails to teach Applicant's claim 1 limitations of: 1) the device first sending information to the service

aggregator, and 2) the aggregator then directing the device to communicate with a service provider. Nor does Ward in view of Anderson nor the combination of Ward and Anderson disclose or suggest these limitations as Applicant has claimed in either claim 1 or dependent claim 9.

Additionally, Ward specifically needs to have preloaded configuration information to communicate with the online server. The Office's rationale that this "ISP info and returning new ISP info, may be omitted" is against both the teachings in Ward and Anderson. Ward certainly teaches away from this and to remove this capability from Ward would render Ward unworkable.

Thus neither Ward nor Anderson singly or in combination describe what Applicant has claimed in claim 9. Applicant therefore requests allowance of claim 9.

**Claim 10 Rejection under 35 U.S.C. § 103(a) – Ward in view of Anderson further in view of Cook**

The Office states on pages 13-14 paragraphs 53-59

53. Claims 10 - 12 and 18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ward (6784924) in view of Anderson (6636259) in further view of Cook et al. (6636259) (hereinafter Cook).

54. As per claim 10, as closely interpreted by the Examiner, Ward teaches the information received at the service aggregator is selected from the group consisting of device attribute information, account information, type of device information, application information, (e.g. col. 1, lines 51 - 67), but does not specifically teach branding



information, device serial number information, and last time used information.

55. Anderson teaches branding information, device serial number information, (e.g. col. 7, lines 13 - 20).

56. Cook teaches last time used information, (e.g. col. 10, lines 30 - 50). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Anderson and Cook with Ward because providing device information to a central location would give the system information to bill the user for services rendered.

57. As per claim 11, as closely interpreted by the Examiner, Ward does not specifically teach the branding information is prespecified in the device. Anderson teaches the branding information is prespecified in the device, (e.g. col. 7, lines 13 - 20) . It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Anderson with Ward because it would be more efficient for a system to establish a connection with devices that are recognized within the company that develops the hardware and software purchased.

58. As per claim 12, as closely interpreted by the Examiner, Ward teaches the account information is input by a user, (e.g. col. 1, lines 51 - 67).

59. Claims 18 are rejected for similar reasons as stated above.

Claim 10 is dependent on claim 1. As previously detailed above in the Claim 1 discussion, Ward fails to teach Applicant's claim 1 limitations of: 1) the device first sending information to the service aggregator, and 2) the aggregator then directing the device to communicate with a service provider. Neither Anderson nor Cook in view of Ward disclose

or suggest these limitations as Applicant has claimed in either claim 1 or dependent claim 10.

Thus neither Ward nor Anderson singly or in combination describe what Applicant has claimed in claim 10. Applicant therefore requests allowance of claim 10.

Additionally, the Office cites Ward at col. 1, lines 51 - 67) as teaching the information received at the service aggregator is selected from the group consisting of device attribute information, account information, type of device information, application information.

Applicant is not sure what the Office means by "closely interpreted", as Ward at that reference teaches no such thing. Ward at the reference states:

The present invention is directed to overcoming one or more of the problems set forth above. Briefly summarized, according to one aspect of the present invention, a network configuration file is generated at a host computer and downloaded to a digital camera. This file contains instruction information for communicating with a selected destination via a communications interface. The digital camera includes a "send" button or LCD icon which allows the user to easily transmit one or more images via a wired or wireless communications interface to a desired destination, which among other possibilities may be an Internet Service Provider or a digital photofinishing center. When the user selects this option, the communications port settings, user account specifics, and destination connection commands are read from the network configuration file. Examples of these settings include serial port baud rate, parity, and stop bits, as well as account name and password.

Applicant sees nothing above that indicates "information received at the service aggregator is selected from the group consisting of device attribute information, account information, type of device information, application information." Applicant submits that Ward does not disclose this limitation of Applicant's claim 10. Furthermore, neither

Anderson nor Cook nor the combination of Ward, Anderson, and Cook disclose or make obvious what Applicant has claimed in claim 10.

Applicant therefore respectfully requests that claim 10 be allowed and all claims dependent on claim 10.

Additionally, for similar reasons as stated above, Applicant submits that claim 18 is not obvious in view of Ward, in view of Anderson, further in view of Cook. Applicant therefore respectfully requests that claim 18 be allowed.

**Claim 29 Rejection under 35 U.S.C. § 103(a) – Anderson in view of Cook**

The Office states on pages 14-15 paragraphs 60-62.

60. Claims 29 and 30 are rejected under 35 U.S.C. 103 (a) as being unpatentable over Anderson (6636259) in view of Cook (6636259).

61. As per claim 29, as closely interpreted by the Examiner, Anderson does not specifically teach determining a sufficiency of a payment from a payor. Cook teaches determining a sufficiency of a payment from a payor, (e.g. col. 21, lines 11 - 29). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine Cook with Anderson because of similar reasons stated above. Furthermore, it would be more beneficial for a system to keep track of services rendered by a service provider and to keep users that are delinquent on payments, out of the system until such payment is received for services rendered.

62. As per claim 30, as closely interpreted by the Examiner, Anderson teaches the payor is selected from the group consisting of a

subscriber, a non-subscriber, a sponsor, and an advertiser, (e.g. col. 4, lines 10-24).

Claim 29 is dependent on claim 27. For the same reasons discussed above in "Claims 19-24 and 27-28 Rejection under 35 U.S.C. § 102(e) – Anderson" Anderson lacks elements of Applicant's claim 27. The addition of Cook does not cure lack of these elements nor does the combination of Anderson and Cook disclose, suggest, or make obvious what Applicant's claim 29 claims. Applicant respectfully requests allowance of claim 29 and claims dependent on claim 29.

CONCLUSION

Applicant submits that the rejection of dependent claims not specifically addressed, are addressed by Applicant's arguments to the claim(s) on which they depend.

Applicant respectfully submits that all claims are in condition for allowance and requests such.

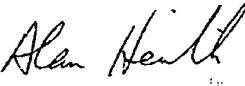
Communication via cleartext email is authorized.

Respectfully submitted,

Heimlich Law

02/05/2005

Date

 Digitally signed by Alan Heimlich  
DN: CN = Alan Heimlich, C = US, O = Heimlich Law  
Alan Heimlich / Reg 48808

Attorney for Applicant(s)

Customer No. 40418

5952 Dial Way  
San Jose, CA 95129

Tel: 408 253-3860

Eml: [alanheimlich@heimlichlaw.com](mailto:alanheimlich@heimlichlaw.com)